

Message Text

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ORIGIN OES-04

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DRAFTED BY OES/SCI/AE:PJODOIN/MPROCHNIK

APPROVED BY OES/SCI/DEPUTY ASSISTANT SECRETARY

GEO/DIP ERDA -M.MCDONOUGH

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EUR/WE - H.MOEN

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TO AMEMBASSY ROME NIACT IMMEDIATE

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FOR JOHN MANIELLO, ROME

E.O. 11652: GDS

TAGS: TECH, IT

SUBJECT: SIGNING OF GEOTHERMAL AGREEMENT WITH ITALY

REF: 1. ROME 7708 2. ROME 78L8

1. DUE TO THE UNAVAILABILITY OF ERDA OFFICIAL, ERDA
HEREBY AUTHORIZES SCIENCE COUNSELOR TO SIGN THE
SUBJECT AGREEMENT ON BEHALF OF ERDA.

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2. TRANSMITTED HERewith IS THE APPROVED TEXT OF THE
AGREEMENT. DEPARTMENT CANNOT GUARANTEE DELIVERY OF
AGREEMENT IN FINAL FORM (4 COPIES) IN TIME FOR JUNE 3
SIGNING. PREPARATION OF FINAL COPIES WILL THEREFORE HAVE

TO BE DONE BY EMBASSY.

BEGIN TITLE: AGREEMENT BETWEEN THE U.S. ENERGY RESEARCH AND DEVELOPMENT ADMINISTRATION (ERDA) AND THE ITALIAN ENTE NAZIONALE PER L'ENERGIA ELETTRICA (ENEL) ON COOPERATION IN THE FIELD OF GEOTHERMAL ENERGY RESEARCH AND DEVELOPMENT. END TITLE.

BEGIN TEXT OF THE AGREEMENT:

THE ENERGY RESEARCH AND DEVELOPMENT ADMINISTRATION (ERDA) OF THE UNITED STATES OF AMERICA AND THE ENTE NAZIONALE PER L'ENERGIA ELETTRICA (ENEL) OF ITALY,

DESIRING TO PROMOTE THE CLOSEST COLLABORATION BETWEEN AMERICAN AND ITALIAN RESEARCH INSTITUTIONS IN THE FIELD OF GEOTHERMAL ENERGY RESEARCH AND DEVELOPMENT, ON THE BASIS OF MUTUAL BENEFIT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF ITALY, AND

RECOGNIZING THAT TECHNOLOGICAL COOPERATION IN RESEARCH AND DEVELOPMENT IN THE AREA OF GEOTHERMAL ENERGY WILL BENEFIT THEIR RESPECTIVE COUNTRIES,

HAVE AGREED AS FOLLOWS:

ARTICLE 1: A. THE ERDA OF THE UNITED STATES OF AMERICA AND THE ENEL OF ITALY (HEREINAFTER REFERRED TO AS THE PARTIES) WILL PURSUE AN INTENSIVE PROGRAM OF COOPERATION FOR RESEARCH ON DEVELOPMENT AND DEMONSTRATION OF APPLICATIONS OF GEOTHERMAL ENERGY, INCLUDING THE FOLLOWING:

(1) STIMULATION OF HOT DRY ROCK AND HYDROTHERMAL RESERVOIRS.

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(2) UTILIZATION OF HOT BRINE RESOURCES.

(3) RESERVOIR PHYSICS AND ENGINEERING.

(4) DEEP DRILLING.

(5) ENVIRONMENTAL CONTROL TECHNOLOGY.

(6) OTHER RELATED FIELDS OF MUTUAL INTEREST TO BE AGREED UPON.

B. THE MAJOR OBJECTIVE OF COOPERATION UNDER THIS

AGREEMENT SHALL BE THE DEVELOPMENT OF THE TECHNOLOGY FOR BOTH ELECTRIC POWER APPLICATIONS OF GEOTHERMAL ENERGY AS WELL AS DEVELOPMENT OF IMPROVED EQUIPMENT AND TECHNIQUES FOR ASSESSING GEOTHERMAL RESOURCES.

C. COOPERATION UNDER THIS AGREEMENT MAY TAKE THE FORM OF: (1) EXCHANGE OF INFORMATION ON SCIENTIFIC AND TECHNICAL DEVELOPMENTS, ACTIVITIES, POLICIES, PRACTICES, LEGISLATION AND REGULATIONS CONCERNING GEOTHERMAL ENERGY DEVELOPMENT;

(2) MEETINGS TO DISCUSS AND EXCHANGE INFORMATION ON SCIENTIFIC AND TECHNOLOGICAL DEVELOPMENTS AND TO IDENTIFY RESEARCH AND DEVELOPMENT PROJECTS AND PROGRAMS WHICH MAY BE USEFULLY UNDERTAKEN ON A COOPERATIVE BASIS WITHIN THE TERMS OF THIS AGREEMENT;

(3) VISITS AND EXCHANGES OF SCIENTISTS, TECHNICIANS OR OTHER EXPERTS, AND THE CONDUCT OF WORKSHOPS AS MUTUALLY AGREED UPON;

(4) EXCHANGE OF PROJECT AND EXPERIMENTAL PLANS FOR REVIEW AND COMMENT AND, IF PRACTICABLE, THE REVIEWING SIDE MAY RECOMMEND ADD-ON EXPERIMENTS;

(5) EXCHANGE OF IMPORTANT TECHNICAL REPORTS ON GEOTHERMAL ENERGY AS THEY BECOME AVAILABLE, IT BEING UNDERSTOOD THAT DETAILED SUMMARIES OF THESE REPORTS WILL BE IN ENGLISH AND THAT ENEL WILL PROVIDE TRANSLATION FROM LIMITED OFFICIAL USE
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ITALIAN INTO ENGLISH OF ONLY THOSE REPORTS AS REQUESTED BY ERDA;

(6) CONDUCT OF JOINT PROJECTS AND PROGRAMS, OR OF SEPARATE BUT COMPLEMENTARY PROJECTS OR PROGRAMS; AND

(7) JOINT FUNDING OF COOPERATIVE PROJECTS FOR AGREED PURPOSES UNDER THIS AGREEMENT.

D. THE OVERALL CONTRIBUTIONS TO AND BENEFITS FROM

COOPERATION UNDER THIS AGREEMENT SHALL BE APPROXIMATELY BALANCED BETWEEN THE PARTIES.

ARTICLE II: SPECIFIC OBLIGATIONS AND CONDITIONS FOR THE REALIZATION OF SPECIFIC MUTUALLY AGREED RESEARCH AND DEVELOPMENT PROJECTS AND PROGRAMS SHALL BE SET FORTH IN PROJECT AGREEMENTS TO BE CONCLUDED AND CARRIED OUT IN ACCORDANCE WITH THIS AGREEMENT, AND THE APPLICABLE LAWS, REGULATIONS AND LICENSE REQUIREMENTS OF THE U.S.

OF AMERICA AND ITALY.

ARTICLE III: THE PARTIES SHALL EACH DESIGNATE A COORDINATOR WHO SHALL BE RESPONSIBLE FOR THE OVERALL SUPERVISION OF THIS AGREEMENT AND THE PROJECTS AGREED TO BE UNDERTAKEN. THE COORDINATORS OR THEIR DESIGNEES SHALL PERIODICALLY MEET AS THEY DEEM NECESSARY TO REVIEW THE PROGRESS OF THE COOPERATIVE PROGRAM UNDERTAKEN PURSUANT TO THIS AGREEMENT.

ARTICLE IV: UNLESS OTHERWISE AGREED, EACH PARTY WILL BEAR THE COST OF ITS OWN PARTICIPATION IN COOPERATIVE ACTIVITIES ENGAGED IN UNDER THIS AGREEMENT SUBJECT TO THE AVAILABILITY OF FUNDS.

ARTICLE V: THE FOLLOWING GUIDING PRINCIPLES ARE FOR USE IN NEGOTIATING INDIVIDUAL COOPERATIVE ACTIVITIES, INCLUDING SEPARATE BUT COMPLEMENTARY PROJECTS, UNDER THIS AGREEMENT, WITH THE UNDERSTANDING THAT THE PRINCIPLES MAY BE MODIFIED DURING NEGOTIATIONS OF INDIVIDUAL COOPERATIVE ACTIVITIES WHERE NECESSARY OR DESIRABLE.

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IT IS FURTHER UNDERSTOOD THAT THESE PRINCIPLES DO NOT COVER PRIOR ACTIVITIES, OR RELATED, BUT INDEPENDENT, ACTIVITIES OF EITHER PARTY OR OF PRIVATE ORGANIZATIONS UNLESS MUTUALLY AND SPECIFICALLY IDENTIFIED AS BEING INCLUDED IN THE COOPERATIVE ACTIVITIES UNDER THIS AGREEMENT.

IN THIS CONTEXT, THE PARTIES AGREE ON THE FOLLOWING GUIDING PRINCIPLES:

(1) THE PARTIES SUPPORT THE WIDEST POSSIBLE DISSEMINATION AND EXCHANGE OF SCIENTIFIC AND TECHNICAL INFORMATION RESULTING FROM COOPERATIVE ACTIVITIES UNDER THIS AGREEMENT. SUCH INFORMATION MAY BE MADE AVAILABLE TO THE PUBLIC BY EITHER PARTY THROUGH CUSTOMARY CHANNELS AND IN ACCORDANCE WITH THE NORMAL PROCEDURES OF PARTICIPATING AGENCIES.

(2) CERTAIN RESULTS OF THESE COOPERATIVE ACTIVITIES MAY CONTAIN INDUSTRIAL PROPERTY, THE RIGHT TO WHICH MUST BE PROTECTED IN ACCORDANCE WITH APPLICABLE LAWS.

INDUSTRIAL PROPERTY OF A PROPRIETARY NATURE, SUCH AS TRADE SECRETS, INVENTIONS, PATENT INFORMATION, AND KNOW-HOW, MADE AVAILABLE HEREUNDER, BUT ACQUIRED BY EITHER PARTY OR PRIVATE ORGANIZATION PRIOR TO OR OUTSIDE THE COURSE OF THESE ACTIVITIES, AND WHICH BEAR A RESTRICTIVE DESIGNATION, SHALL BE RESPECTED AND SHALL NOT BE USED FOR COMMERCIAL PURPOSES OR MADE PUBLIC WITHOUT THE

CONSENT OF THE ORIGINATING PARTY OR PRIVATE ORGANIZATION, EXCEPT AS MAY BE REQUIRED BY THE LAWS OF THE RECEIVING PARTY AND PARAGRAPH (3) BELOW, WHERE SUCH INDUSTRIAL PROPERTY:

(A) IS OF A TYPE CUSTOMARILY HELD IN CONFIDENCE BY COMMERCIAL FIRMS;

(B) IS NOT GENERALLY KNOWN OR PUBLICLY AVAILABLE FROM OTHER SOURCES;

(C) HAS NOT ALREADY BEEN MADE AVAILABLE BY THE ORIGINATING PARTY OR OTHERS WITHOUT AN AGREEMENT CONCERN-
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ING ITS CONFIDENTIALITY; OR

(D) IS NOT ALREADY IN THE POSSESSION OF THE RECEIV-
ING PARTY OR ITS CONTRACTORS OR DOES NOT COME INTO THEIR
POSSESSION FROM ANOTHER SOURCES.

(3) EACH PARTY SHALL USE ITS BEST EFFORTS TO MAKE AVAILABLE TO THE OTHER PARTY SUCH RELEVANT INDUSTRIAL PROPERTY OF A PROPRIETARY NATURE AS MAY REASONABLY BE NECESSARY TO A SPECIFIC COOPERATIVE PROJECT. SUCH INDUSTRIAL PROPERTY MAY BE DISSEMINATED WITHOUT THE PRIOR CONSENT OF THE ORIGINATING PARTY OR PRIVATE ORGANIZATION AS FOLLOWS:

(A) TO PERSONS WITHIN OR EMPLOYED BY THE RECIPIENT PARTY, AND TO OTHER CONCERNED GOVERNMENT AGENCIES OF THE RECIPIENT PARTY; AND

(B) TO PRIME OR SUBCONTRACTORS OF THE RECIPIENT PARTY FOR USE ONLY WITHIN THE FRAMEWORK OF ITS CONTRACT(S) WITH THE RESPECTIVE PARTY ENGAGED IN WORK RELATING TO THE SUBJECT MATTER OF THE INFORMATION SO DISSEMINATED, PROVIDED THAT THE INFORMATION DISSEMINATED TO ANY PERSON UNDER SUBPARAGRAPHS (A) OR (B) ABOVE SHALL BEAR A MARKING RESTRICTING DISSEMINATION OUTSIDE THE RECIPIENT'S ORGANIZATION WITHOUT PRIOR WRITTEN APPROVAL OF THE ORIGINATING PARTY.

(4) EACH PARTY WILL USE ITS BEST EFFORTS TO ENSURE THAT THE DISSEMINATION OF PROPRIETARY DATA RECEIVED UNDER THIS AGREEMENT IS CONTROLLED AS PRESCRIBED THEREIN.

(5) AS TO RIGHT IN PATENTS OWNED OR CONTROLLED BY A PARTY AT THE COMMENCEMENT OF A PARTICULAR COOPERATIVE ACTIVITY, OR OWNED OR CONTROLLED BY A PARTY AS THE RESULT OF RELATED BUT INDEPENDENT CONCURRENT WORK,

EACH PARTY SHALL AGREE TO GRANT A ROYALTY-FREE LICENSE TO THE OTHER UNDER PATENTS THAT BEAR A DIRECT RELATIONSHIP TO THOSE COOPERATIVE ACTIVITIES, FOR USE DURING THE PERIOD OF THE COOPERATIVE ACTIVITIES ONLY.

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(6) A. AS TO ANY PATENTABLE INVENTION ORIGINATED IN CONNECTION WITH EXCHANGES OF PERSONNEL OR EQUIPMENT OR JOINT WORK OR STUDY EFFORTS OR EXPERIMENTS UNDER THIS AGREEMENT, THE FOLLOWING RULES SHALL APPLY:

(I) THE PARTY IN WHOSE COUNTRY THE INVENTION IS MADE SHALL ACQUIRE ALL RIGHT, TITLE, AND INTEREST IN AND TO ANY SUCH INVENTION IN ITS OWN COUNTRY AND IN THIRD COUNTRIES, SUBJECT TO A NON-EXCLUSIVE, IRREVOCABLE, ROYALTY-FREE LICENSE TO THE OTHER PARTY WITH THE RIGHT TO GRANT SUBLICENSES UNDER SUCH INVENTIONS.

(II) THE OTHER PARTY SHALL ACQUIRE ALL RIGHT, TITLE, AND INTEREST IN AND TO ANY SUCH INVENTION IN ITS OWN COUNTRY, SUBJECT TO A NON-EXCLUSIVE, IRREVOCABLE, ROYALTY-FREE LICENSE TO THE PARTY IN WHOSE COUNTRY THE INVENTION IS MADE, WITH THE RIGHT TO GRANT SUBLICENSES UNDER SUCH INVENTIONS.

(B) AS TO ANY INVENTION SUBJECT TO PATENTS ORIGINATED DURING THE PERIOD OF THIS AGREEMENT WHILE IN ATTENDANCE AT MEETINGS, CONSULTATIONS, SEMINARS OR PANELS, OR WHEN EMPLOYING INFORMATION WHICH HAS BEEN COMMUNICATED UNDER THIS AGREEMENT BY ONE PARTY TO THE OTHER, ORIGINATED IN CONNECTION WITH SEPARATE BUT COMPLEMENTARY PROJECTS, THE PARTY OF THE INVENTOR SHALL ACQUIRE ALL RIGHTS, TITLE, AND INTEREST IN AND TO SUCH INVENTIONS, SUBJECT TO A NON-EXCLUSIVE, IRREVOCABLE, ROYALTY-FREE LICENCE TO THE OTHER PARTY WITH THE RIGHT TO GRANT SUBLICENSES UNDER SUCH INVENTIONS.

(7) THE PARTIES SHALL PROVIDE ALL NECESSARY COOPERATION FROM ITS INVENTORS TO CARRY OUT THE PROVISIONS OF PARAGRAPHS (5) AND (6) ABOVE.

(8) EACH SHALL ASSUME THE RESPONSIBILITY TO PAY AWARDS OR COMPENSATION REQUIRED TO BE PAID TO ITS OWN NATIONAL ACCORDING TO ITS OWN LAWS.

(9) COPYRIGHTS OF EITHER PARTY OF COOPERATING ORGANIZATIONS AND PERSONS SHALL BE ACCORDED TREATMENT
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CONSISTENT WITH INTERNATIONALLY RECOGNIZED STANDARDS
OF PROTECTION.

(10) AS TO COPYRIGHTS OWNED OR CONTROLLED BY A
PARTY AT THE COMMENCEMENT OF PARTICULAR COOPERATIVE
ACTIVITIES OR ACQUIRED BY A PARTY AS THE RESULT OF
RELATED INDEPENDENT CONCURRENT WORK, EACH PARTY SHALL
AGREE TO GRANT TO THE OTHER A ROYALTY-FREE LICENSE TO

REPRODUCE COPYRIGHTED MATERIALS HAVING A DIRECT RELATION-
SHIP TO THOSE COOPERATIVE ACTIVITIES FOR USE IN THOSE
COOPERATIVE ACTIVITIES ONLY.

(11) ANY MATERIAL WHICH MAY BE SUBJECT TO COPYRIGHT
DEVELOPED IN ANY COOPERATIVE ACTIVITY MAY BE COPY-
RIGHTED. A PARTY SECURING A COPYRIGHT OR RIGHTS
THERE TO SHALL GRANT A ROYALTY-FREE LICENSE TO THE
OTHER PARTY TO REPRODUCE THE COPYRIGHTED MATERIAL.

ARTICLE VI: IN FULFILLMENT OF THE AGREEMENT, EACH
PARTY SHALL USE ITS BEST EFFORTS TO FACILITATE THE
ACCOMPLISHMENT OF FORMALITIES INVOLVED IN THE EXCHANGE
OF PERSONS AND THE IMPORT OR EXPORT OF MATERIALS AND
EQUIPMENT CONNECTED WITH THE COOPERATIVE PROGRAM CON-
TEMPLATED BY THIS AGREEMENT.

ARTICLE VII: BOTH PARTIES SHALL, AS APPROPRIATE,
ENCOURAGE THE ESTABLISHMENT AND DEVELOPMENT OF DIRECT
CONTRACTS AND COOPERATION BETWEEN AGENCIES, ORGANIZATIONS
AND FIRMS OF BOTH COUNTRIES WITH RESPECT TO TECHNOLOGICAL
COOPERATION IN RESEARCH AND DEVELOPMENT IN THE AREA OF
GEOTHERMAL ENERGY.

ARTICLE VIII: NOTHING IN THIS AGREEMENT SHALL BE CON-
STRUED TO PREJUDICE OTHER ARRANGEMENTS OR FUTURE
ARRANGEMENTS FOR COOPERATION BETWEEN THE PARTIES.

ARTICLE IX: THE TERMINATION, CANCELLATION, EXPIRATION,
OR AMENDMENT OF THIS AGREEMENT SHALL NOT AUTOMATICALLY
AFFECT THE CARRYING OUT OF ANY PROJECT OF PROGRAM UNDER-
TAKEN IN ACCORDANCE WITH THIS AGREEMENT AND NOT FULLY
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EXECUTED AT THE TIME.

ARTICLE X: RECOGNIZING THE ONGOING MULTILATERAL ACTIVI-
TIES IN THE GEOTHERMAL ENERGY PILOT STUDY UNDER THE
SPONSORSHIP OF NATO/CCMS IN WHICH THE PARTIES TO THIS
AGREEMENT ARE PARTICIPATING THROUGH THEIR GOVERNMENTS AND

THE ROLE OF THE INTERNATIONAL ENERGY AGENCY IN PROMOTING
INTERNATIONAL COOPERATION AND CONCERTED NATIONAL POLICIES
IN THE DEVELOPMENT OF ALTERNATIVE SOURCES OF ENERGY, THE
PARTIES TO THIS AGREEMENT WILL KEEP THE AFOREMENTIONED

ORGANIZATIONS ADVISED TO THE PROGRESS OF THEIR COOPERATIVE
R&D ACTIVITIES AND STRIVE TO INSTITUTE ARRANGEMENTS
FOR COORDINATION OF THEIR WORK UNDER THE ABOVE ONGOING
PROGRAMS. UPON ESTABLISHMENT OF A WORKING GROUP ON
GEOTHERMAL ENERGY UNDER THE AUSPICES OF THE INTERNATIONAL
ENERGY AGENCY R&D SUBGROUP AND SUBJECT TO THE CONSENT
OF THEIR GOVERNMENTS THE PARTIES WILL, AT AN APPROPRIATE
FUTURE STAGE, STRIVE TO PLACE THEIR COOPERATIVE EFFORTS
UNDER THIS AGREEMENT UNDER THE AUSPICES OF THE AFORESAID
INTERNATIONAL ENERGY AGENCY.

ARTICLE XI: THIS AGREEMENT SHALL ENTER INTO FORCE ON THE
LATTER DATE OF SIGNATURE BY A PARTY AND SHALL REMAIN IN
FORCE FOR A PERIOD OF FIVE YEARS. HOWEVER, EITHER PARTY
MAY GIVE NOTICE TO THE OTHER OF ITS INTENTION TO TERMINATE
THIS AGREEMENT, IN WHICH CASE THIS AGREEMENT WILL
TERMINATE NOT LESS THAN SIX MONTHS AFTER SUCH NOTICE HAS
BEEN GIVEN. THIS AGREEMENT MAY BE EXTENDED BY MUTUAL
AGREEMENT FOR A FURTHER SPECIFIED PERIOD.

FOR THE ENERGY RESEARCH AND FOR THE ENTE NAZIONALE PER
DEVELOPMENT ADMINISTRATION L'ENERGIA ELETTRICA

(UNDERSCORE)	(UNDERSCORE)
NAME AND TITLE	NAME AND TITLE

DATE:	DATE:
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3. FORWARD 2 SIGNATURE COPIES TO THE OFFICE OF THE
ASSISTANT ADMINISTRATOR FOR INTERNATIONAL AFFAIRS, ERDA.
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Message Attributes

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Margaret P. Grafeld
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